

City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

INVITATION TO BID

Commissioner of Department of City Development
Phone: 414-286-5800

OFFICIAL NOTICE NO. 57326

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **Friday November 18, 2011, at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No.57326, Specifications of this particular project, and the proposed contract.

Your bid must meet the Specifications for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

.

DESCRIPTION **Snow and Ice Removal Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated November 9, 2011

FOR: **Snow and Ice Removal Services**
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

The EBE Requirement for this Project is: 18%

Time of contract: Contract to be executed as soon as possible after award and extend for the entire 2011-2012 snow season, with the option to extend for one additional one-year period, upon mutual consent of both parties

Snow and Ice Removal Services will be on an as needed basis

BID SECURITY REQUIRED: BID SECURITY IN AN AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) IS REQUIRED AND MUST ACCOMPANY BID.

DETAILED SPECIFICATIONS: November 9, 2011

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON **Friday, November 18, 2011, at 11:00 A.M.**

Copies of the Bid Package may be obtained at the Department Of City Development BID DESK, Second Floor 809 N. Broadway, Milwaukee, Wisconsin 53202 or free of charge or via the Internet at:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE EBE FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT MAY BE CAUSE FOR REJECTION OF THE BID.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS.

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by, **November 15, 2011**. Any additional information and/or clarification(s) regarding this Bid will be posted in the form of an addendum to this BID by **November 15, 2011**.

**Snow and Ice Removal Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

Submit bids to: **Department Of City Development BID DESK**
809 N. Broadway, Second Floor
Milwaukee, Wisconsin 53202.

(An Individual)

Telephone Number

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

[illegible]

FOR: **Snow and Ice Removal Services**
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor and equipment to perform the necessary and required services for Snow and Ice removal services at City Of Milwaukee Habitable and Improved Neighborhood properties all in accordance with the specifications and project manual. Prices should include shall include all overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, and profit and other expenses including: all necessary supervision; tools; equipment; transportation; materials and storage necessary and/or required to complete the board-up and property maintenance services work at City of Milwaukee Improved Neighborhood properties all in accordance with the specifications and project manual

PER-INCH PER PROPERTY RATE:

(Bid in figures) \$_____ per inch

(Bid in words) \$_____ per inch

***** IMPORTANT NOTICE *****

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

EMERGING BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the Emerging Business Enterprise (EBE) Program the Resident Preference Program and the Apprenticeship Program provisions. The parties acknowledge that these provisions apply even though the City intends to repeal its EBE program, and replace it with a Small, Woman, and Minority Owned Business Enterprise Program after the effective date of this Contract. Should the Contractor require substitution or addition of an EBE subcontractor during the course of this Contract, the City shall provide a list of City-certified Small Business Enterprises. Please contact Ossie Kendrix, the City's EBE Manager at 414.296.5553 should you have any questions or concerns.

The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for EBE participation on this project is 18 %

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development (DCD)) and furnish the required performance and payment bond, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE

Rev. 7/2010

Official Notice No. 57326

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by _____
Name of Bidder (person, firm or corporation)

Telephone No. _____
Fax No. _____

Address _____

(City, State, Zip Code)

Signed per _____
(Manual signature required)

Official Capacity _____

BID DATED _____ EBE Contractor Yes _____ No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

SWORN STATEMENT OF BIDDER AS REQUIRED BY SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.


MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes
and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or
indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication
or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any
other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage
against the Commissioner of Department of City Development or any person interested in the proposed
Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

City Of Milwaukee
Department Of City Development
Emerging Business Enterprise Provisions

I. General

- A. In accordance with Chapter 360 of the Milwaukee Code of Ordinances, Emerging Business Enterprise (EBE) participation is required in all contracting activities of the Department of Department of City Development. The ordinance requires that certified EBEs be utilized for 18% of the total dollars annually expended through prime contracts or subcontracts. To that end, the Commissioner of Department of City Development, as a contracting officer for the City, requires all bidders to utilize EBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 18 % EBE participation.
- B. The prime contractor shall prepare and submit accurate and timely EBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, project participation (Form A), monthly utilization (Form D), and EBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final EBE utilization reports and EBE subcontractor payment certification forms are on file with the Department of City Development.
- C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Department of City Development may take one or more of the actions listed below:
 - 1. Terminate or cancel the contract, in whole or in part.
 - 2. Consider possible debarment of the prime contractor from bidding.
 - 3. Withhold payments on the contract.
 - 4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. "EMERGING BUSINESS ENTERPRISE" (EBE) means a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage. The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "INDIVIDUAL AT A DISADVANTAGE" means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success as defined in subsection 5 of Chapter 360 of the Milwaukee Code of Ordinances.

C. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:

1. A sole proprietorship legitimately owned and operated and controlled by an individual as defined in subsection 12.
2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise.
3. A corporation legitimately owned, operated and controlled by one or more individuals who are at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. EBE Utilization Requirements

A. Each prime contractor shall utilize EBE to a minimum of 18 % on this contract. Note that the prime contractors shall be required to attain EBE participation on their base bid excluding specified allowances, alternatives, and change orders. EBE commitments relative to contract award shall be based upon the approved EBE Participation Form (Form A).

B. The determination of EBE utilization shall be based on the following criteria:

1. The firms identified as EBE by the prime contractor on the EBE Participation Form must be certified by the Emerging Business Enterprise Program prior to bid opening.
2. The prime contractor shall be credited for the entire expenditure to EBE firms only if all of the identified scope of work is performed directly by the certified EBE firm.
3. The prime contractor shall be credited for the entire expenditure to EBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the EBE goals may be expended for EBE suppliers that do not manufacture products they supply.
4. The prime contractor shall count toward the EBE requirement only those payments to EBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an EBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an EBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an EBE, the full amount of the work performed by that third tier EBE can be counted toward EBE participation. However, if the third party subcontractor is not an EBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-EBE subcontractor. EBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the EBE requirement. The Commissioner of Department of City Development will make the final determination and evaluation of whether the EBE is performing a commercially-useful function.

- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 360 and knows of and intends to comply with them. The completed EBE Participation Form (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the date of the bid opening.

1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers and contact person names for the certified EBE contractors that will participate on the project as subcontractors or suppliers;
 - b. A description of the scope of work to be performed by the EBE on this project; and
 - c. The EBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
2. Listing an EBE on the Participation Form shall constitute a representation that the contractor has communicated directly with the EBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. EBE participation is an element of bid responsiveness. Failure to meet the specified EBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified EBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only EBEs that have been certified by the Emerging Business Enterprise Program may be listed on the EBE Participation Form and counted towards the percentage requirements on this project. A listing of the currently City certified EBE firms is maintained at:

Emerging Business Enterprise Program Office
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

- D. After execution of the contract, if for any reason an EBE cannot perform, the prime contractor shall contact the Commissioner of Department of City Development for approval to substitute another certified EBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-EBE firm may be substituted with the approval of the Commissioner of Department of City Development.
- E. If the prime contractor has a problem in meeting the EBE requirements or if any other problems relative to EBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner Department of City Development.

- F. Certification from programs other than the Emerging Business Enterprise Program is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.
- G. Right to Appeal – All contracts awarded shall be awarded by the Commissioner of Department of City Development to the lowest responsible bidder determined in accordance with all applicable laws for participation of emerging business enterprises or local business enterprises which are in force.

**CITY OF MILWAUKEE – DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT
EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTORS NAME: _____ OFFICIAL NOTICE NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list all proposed EBE subcontractor(s) and/or material supplier(s) for this project. I/We propose to utilize the following subcontractor(s) and/or material supplier(s).
NOTE: To receive full credit EBE's must perform commercially useful work at the job site. Up to twenty percent (20%) credit may be given under certain circumstances to EBE suppliers or other EBE contractors who assist in management of the project.

EBE FIRM(s) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED EBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1.					
2.					
3.					
4.					

CONTRACTOR: _____ DATE: ____/____/____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY –
EBEP ANALYST: _____ DATE: ____/____/____

DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT: _____ DATE: ____/____/____

OFFICE USE ONLY –
PROJECT SUMMARY: _____

DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

Form D - EBE MONTHLY REPORT

(1) Report for the Month of _____ 20____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract# _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractor's Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor to date \$: _____

(11) EBE % _____ and EBE \$ amount _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach EBE Payment Certification Form (Form E) for each sub listed.**

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID Y-T-D
TOTAL PAID TO EBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
 (Name) (Title) (Phone Number)

(13) Authorized Signature : _____
 (Name) (Title)

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to Department of Department of City Development
 – Procurement Services Section, 809 North Broadway, 3rd Floor, Milwaukee, Wisconsin 53202

DIRECTIONS FOR EBE MONTHLY REPORT (FORM D)

1. List the month that the report is being submitted. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the official Purchase Order or Contract Number, as represented on the contract or purchase order.
6. List the project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List the EBE percentage on this project and the EBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY. FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.

Ref: EBEPCentral/EBEForms/FormD.doc

City Of Milwaukee
Department Of Department of City Development
Emerging Business Enterprise Program (EBE)
Subcontractor Payment Certification

(This form must be completed by the EBE subcontractor and attached to the Prime Contractor's Final EBE Report)

-SUBCONTRACTOR EXECUTES-

Section A - EBE Company Officer Completes For Payment That Has Been Received

EBE Subcontractor Name : _____

Official Notice No.: _____ Project No. _____ DPW Contract No. _____

I hereby certify that I have received \$ _____ for subcontract work on the above project.

Dated: _____ Signature of **EBE** Subcontractor: _____

Printed Name & Title of **EBE** Subcontractor: _____

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and EBE Company Officers Complete if Full Payment Has Not Been Made to the EBE Subcontractor and a balance remains to be paid.

Prime Contractor: _____

EBE Subcontractor: _____

Official Notice No.: _____ Project No. _____ DPW Contract No. _____

I hereby certify that I will pay \$ _____ to _____ for subcontract work on the above project.

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by **EBE** Subcontractor Signature: _____

Printed name & Title of **EBE** Subcontractor: _____

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void. To reference Milwaukee Code of Ordinances 310-14, please see:

<http://cctv25.milwaukee.gov/code/volume3/ch310.pdf>

**CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY
DEVELOPMENT**

AFFIDAVIT OF COMPLIANCE

**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20____

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

NOTICE

**HOURLY RATE FOR EMPLOYEES WORKING ON CITY
OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN**

\$8.91 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2011

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

**DEPARTMENT OF CITY DEVELOPMENT-PROCUREMENT SERVICES SECTION
LIVING WAGE COMPLIANCE REPORT**

CONTRACT NUMBER: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME/PHONE: _____

COMPANY NAME: _____

FINAL REPORT? () YES () NO 3 MONTH REPORT ? () YES () NO

NOTE: IF FINAL REPORT, PLEASE COMPLETE THE BOTTOM PORTION OF THIS FORM.

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of \$8.91 effective 3/1/2011), please complete the following report and submit to the DDC-Procurement Services Division, 809 North Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

TIME PERIOD	EMPLOYEE NAME	ADDRESS	WORK PERFORMED	TOTAL HOURS	HOURLY WAGE RATE	GROSS EARNINGS	VACATION, WELFARE, TRUST CONTRIBUTION

Personally came before me on this _____ day of _____, 20____, (he/she) _____, who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company, IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) _____ My commission expires _____
Signature

Print Name

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$8.91** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the DCD - Procurement Services Division. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$8.80** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$8.80/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.**

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____ ,
(he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5725227, E-Mail: sstang@milwaukee.gov

IMPORTANT!!!!!!

YOUR BID MUST MEET THE PLANS AND/OR SPECIFICATIONS SET FORTH. BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED. YOUR BID MUST BE SIGNED BY A PERSON (OR PERSONS) AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THE CONTRACT YOUR BID MAY BECOME, OR IT WILL NOT BE CONSIDERED. THE CONTRACTOR'S SECTION OF THE BID SIGNATURE PAGE (LAST PAGE OF BID) MUST BE FULLY COMPLETED AND WITNESSED IN ORDER FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

THE COMMISSIONER OF DCD SHALL HAVE FINAL AWARD AUTHORITY FOR ALL CONTRACTS VALUED OVER \$30,000.

IF THE ACTUAL COST OF A CONTRACT IS \$30,000 OR LESS AFTER THE BIDS HAVE BEEN OPENED, AWARD SHALL BE MADE BY THE COMMISSIONER OF DCD AND WILL NOT REQUIRE A FORMAL CONTRACT. A PURCHASE ORDER OR VENDOR CONTRACT WILL BE ISSUED.

Any special conditions in the Invitation to Bid shall take precedence over any conflicting provisions stated elsewhere in these terms and conditions.

- **SPECIFICATION APPEALS:** Specifications that contain a term, condition, or provision that prevents one from bidding or are restrictive relative to the market and/or the service requirements of the City, can be appealed by filing a written appeal with the City of Milwaukee Purchasing Director at least five (5) business days prior to bid closing. EFFECTIVE AUGUST 8, 2001 THE FEE REQUIRED FOR A VENDOR TO APPEAL THE BID SPECIFICATIONS (PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE), SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHELD, THE APPEAL FEE SHALL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. PLEASE CONTACT THE APPROPRIATE PURCHASING AGENT FOR INSTRUCTIONS.
- **BID FINDING APPEALS:** All bidders will be notified, in writing, of the City's findings with regard to determining the low bidder or bidders in response to this invitation. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS (PURSUANT TO s 16-05 OF THE CHARTER AND s 310-19 OF THE CODE), SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHELD, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL THE CITY'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.

- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**

- **BID BONDS:** a bid bond in an amount of Five Hundred Dollars (\$500.00) the bid bond must be approved by the Office of the City Attorney as to its form and execution prior to its submittal. All bid bonds will expire at the time that the successful bidder is awarded a contract with the City.
- **PERFORMANCE BONDS:** If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to the Department of City Development (DCD), Procurement Services Section, within ten (10) calendar days after receipt of the contract. Failure to do so can make the contract voidable at the City's discretion. Performance bonds must be approved by the Office of the City Attorney prior to the commencement of any work.
- **INSURANCE:** If applicable, an insurance certificate, which meets the City's requirements, shall be provided to the DCD, Procurement Services Section with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the City's discretion. Said insurance certificate must be approved by the Office of the City Attorney prior to the commencement of any work.
- The bid bond, the performance bond, and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. The City of Milwaukee will be named as an additional insured with respect to liability coverage.
- The bid bond, performance bond, and insurance certificate must be accompanied by an affidavit setting forth that: No City official or City employee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale, furnishing of the bid bond, performance bond or insurance certificate. Said affidavit must be signed by the same agent who signs the bid bond, performance bond or insurance certificate.

-
- **BID DEPOSITS,** your deposit in the amount of Five Hundred Dollars (\$500.00) must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders.

- **SAFETY REQUIREMENTS:** All material, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.

- **DELIVERY F.O.B. DESTINATION:** All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement

- **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their lump sum bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.

- **SIGNATURE REQUIREMENT AND FACSIMILE BIDS:**

- **BIDS MUST BE SIGNED:** This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid. However, they may be rejected as counteroffers when in conflict with the terms and conditions stated herein

- **PACKAGING:** Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation to bid.

- **SUBSTITUTIONS AND EQUIVALENTS:** Substitutions or equivalents of specified items may be permitted at the sole discretion of the Commissioner of DCD. If bidding other than the specified product, make and model number, descriptive literature must be submitted with the bid. Failure to do

so may be cause for rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include, but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.

- **RIGHT TO REJECT:** The Commissioner of DCD reserves the right to reject any and/or all bids.
- **RIGHT TO ACCEPT ALL OR PART OF BID:** The Commissioner of DCD reserves the right to accept all or part of any bid.
- **WITHDRAWAL OF BIDS:** Bids may be withdrawn only in total, and only by a written request addressed to the Commissioner of DCD prior to the award of the contract. The Commissioner of DCD has sole discretion to grant this request for a bid withdrawal and only in the case of an error that will result in a significant financial hardship. Partial bid withdrawal is not acceptable.
- **AMENDMENT OF BIDS:**
 - By City: Bids may be amended by the Commissioner of DCD in response to need for further clarification, specification changes, new opening dates, etc.
 - By Bidder: Bids may only be amended once received by the DCD, Procurement Services Section by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid closing. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and may be rejected.
 - Upon Request of Bidder: If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted to the DCD, Procurement Services Section in writing five (5) business days prior to bid closing. If granted, it will require sending an addendum to all prospective bidders.
- **COUNTEROFFERS:** Counteroffers, changes to any terms, conditions, specifications or plans stated herein made without the approval from the DCD, Procurement Services Section may result in bid rejection.
- **TIE BIDS:** In the event of tie bids, the award will be made in accordance with the provisions set forth in the rules and procedures of the Department of Administration, Procurement Services Section, which are incorporated and made part of this contract by this reference.
- **OFFER AND ACCEPTANCE:** The proper submission of this form by the bidder, will be considered as the bidder's offer to enter into a contract in accordance with the provisions herein set forth. All bids shall remain open for sixty (60) calendar days from the date of bid closing, unless otherwise specified of the bid. If your bid is accepted and a contract is issued, then this bid will constitute the entire contract between the City and your firm and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by the Commissioner of DCD, execution of this document by the proper City officials, and delivery of the fully executed contract to the successful bidder.
- **APPLICABLE LAW:** Except as provided herein, Wisconsin will be the forum for all disputes.
- **ASSIGNMENT OR SUBCONTRACT:** This contract may not be assigned by the successful bidder without the written consent of the Commissioner of DCD. All subcontractors must also be approved by the Commissioner of DCD.
- **CONTRACT CONTINGENT UPON FUNDING:** The failure of the Common Council of the City of Milwaukee to appropriate funds for the performance of the contract shall void the contract.
- **RIGHT TO ORDER WITHIN 10%:** The Commissioner of DCD reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.
- **PURCHASE ORDER(S):** No shipments shall be made under the contract until a purchase order or vendor contract has been received unless otherwise agreed to by the Commissioner of DCD. Note: A purchase order is not issued for a vendor contract (formerly known as a blanket contract).
- **NONDISCRIMINATION:** The successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression,

past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

- **AMENDMENTS TO CONTRACT:** The contract can only be modified by a written amendment issued by the DCD, Procurement Services Section and signed by both parties. Amendments other than described above, will not be recognized by the City.
- **INDEMNIFICATION:** The successful bidder will indemnify and hold harmless the City against all damages, losses, liabilities, judgments, costs and expenses arising out of the successful bidder's performance or failure to perform under the contract.
- **DEFENSE OF SUITS:** Contractor will save and indemnify and keep harmless, the City of Milwaukee against all liabilities, judgment costs and expenses which may be claimed against the City in consequence of the granting of this contract.
- **WAIVER:** One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent, similar act by such party.
- **SANCTIONS:** If any document submitted by a contractor requesting certification as an Emerging Business Enterprise for the purpose of participating in any City contract contains false, misleading or misrepresenting information, the City may direct the imposition of any of the following sanctions on the contractor:
 - Withholding of payment
 - Termination, suspension or cancellation of the contract in whole or in part.
 - Denial to participate in any further contracts awarded by the City.
- **TAXPAYER IDENTIFICATION NUMBER:** The contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and the contractor fails to adequately and timely respond to the City's efforts to obtain corrected information, the City may impose a fee equal to the City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed the contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with the City in this regard, or failure to pay a fee imposed under this provision, could result in the contractor being barred from participating in future City contracts.
- **GOVERNMENT PRICING:** Vendors may bid lower than U.S. Government contract prices. The City is exempt from the Robinson Patman Act. Quotation must conform to government regulations on prices and wages.
- **DELAYS IN DELIVERY:** Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed, by the Commissioner of DCD, to be clearly and unequivocally beyond the contractor's control, will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the Commissioner of DCD, just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the Commissioner of DCD. The request must be filed with the Commissioner of DCD no later than SEVEN (7) CALENDAR DAYS PRIOR TO THE ACTUAL DELIVERY DATE. Failure to file this request for delivery extension shall render the contractor liable for the difference between the "open market" and the contract price, and other costs, as applicable, under the Uniform Commercial Code.
- **MATERIAL SAFETY DATA SHEETS:** When applicable, vendors shall supply the City with a MATERIAL SAFETY DATA SHEET for any hazardous material purchased. In addition, the vendor shall supply any material related to the safe use of this material and hazards associated with its use,

including but not limited to the installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

ALL DATA SHEETS MUST HAVE THE CORRESPONDING CITY PURCHASE ORDER NUMBER OR CONTRACT NUMBER CLEARLY PRINTED ON THE FIRST PAGE. Sheets must be sent to the Commissioner of DCD prior to the shipment of the material. NO PAYMENTS WILL BE MADE UNTIL THE MATERIAL SAFETY DATA SHEETS ARE RECEIVED.

- **EXTENSIONS:** Agreements shall run for the period indicated. Option of extension, if mutually agreeable to both the City and the contractor, shall be in writing and exercised within sixty (60) days of the contract expiration date.
- **PAYMENT FOR CONTRACT PERFORMANCE:** Upon the complete performance of this contract by the contractor and after the acceptance of said performance by the Commissioner of DCD, the City shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.
- **CONTRACT DEFAULT:** If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay the City, liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits, or bonds shall not limit the remedies otherwise available to the City of Milwaukee.
- **INTEREST IN CONTRACT:** No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.
- **EMPLOYMENT DISCRIMINATION PROHIBITED:** Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status. Contractor must include a similar policy for all of its subcontractors.
- **BID:** The bidder, by the properly executed signatures as required on the last page of the bid, hereby proposes to furnish the supplies, equipment, work, material, labor, or services described on the bid, in accordance with the Invitation, Instructions, Terms and Conditions for Formal Bid and Contract form and specifications, plans, special conditions, terms and conditions stated herein, and if the bid is accepted, the bidder agrees that all provisions set forth herein will become binding as a contract upon the fulfillment of all conditions precedent set forth herein.
- **GUARANTEED DELIVERY:** Failure by the contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code.
- **WHEN APPLICABLE, THE CITY RESERVES THE RIGHT TO AWARD WITH OR WITHOUT THE TRADE-IN, WHICHEVER IS IN THE BEST INTEREST TO THE CITY**
- **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **OTHER PROVISIONS:** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

- **FAIR TRADE PROVISION:** If this bid relates to the purchase of food or beverages, the contractor is urged to make Fair Trade products available in accordance with Common Council Resolution Number 070280 declaring the City of Milwaukee a Fair Trade City, effective July 18, 2007.
- **SUBCONTRACTOR PAYMENT:** If this bid has subcontractor requirements, prime contractor must pay subcontractor(s) within ten working days of the contractor's receipt of payment from the City of Milwaukee, or ten days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor/vendor fails to make timely payment to a subcontractor, the contractor/vendor shall pay simple interest at the rate of one percent (1%) per month, beginning with the 11th calendar day.

Specifications

**Department of Department of City
Development
Official Notice #57326**

**Snow and Ice Removal Services
City Of Milwaukee
Habitable and Improved
Neighborhood properties
Milwaukee, WI**

Technical Specifications

I. INSTRUCTIONS TO BIDDERS

A. BID FORM: Submit a per inch per property rate for the work as indicated and specified herein, complete in every respect to furnish labor, materials and equipment necessary to remove snow and ice from walks at improved properties. Bid will be awarded to the lowest responsible and responsive bidder, per the specifications herein.

Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (City of Milwaukee) to accept or reject any or all bids in the best interests of the City.

Bidders are cautioned to allow ample time for transmittal of the Bid by mail hand delivery, courier, or otherwise by the bid deadline to the Department of City Development's Bid Desk, 809 N. Broadway, 2nd Floor, Milwaukee, Wisconsin 53202. **Fax bids are NOT permitted.**

B. PER INCH PER PROPERTY RATE: Each bidder shall provide on the bid proposal a per inch per property rate that shall include all overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, and profit and other expenses including: all necessary supervision; tools; equipment; transportation; materials and storage necessary and/or required to complete the board-up and property maintenance services work at City of Milwaukee Improved Neighborhood properties all in accordance with the specifications and project manual

Example:

\$50 bid/50 inches = \$1.00 per inch of snow removal at each property. Each time snow removal is required at a property, it will be billed at \$1.00 per inch. A 4 inch snow fall would equate to a \$4.00 snow removal at each property.

\$100 bid/50 inches = \$2.00 per inch of snow removal at each property. Each time snow removal is required at a property, it will be billed at \$2.00 per inch. A 4 inch snow fall would equate to a \$8.00 snow removal at each property.

In the event of a tie, the successful bidder will be determined by a coin flip.

NOTE: Snowfall over 50 inches will be considered premium payments which will be paid at a rate of two (2) percent of the bid amount per inch of snow/ice precipitation over 50 inches. The 50-inch bid amount is not guaranteed. Payments will be made only for the actual seasonal accumulation.

C. BID SUBMITTAL CHECKLIST (Important):

CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder's Per-inch Per Property rate
- Acknowledgement Page
- Signature Page
- Affidavit of Non Collusion
- Bid Security
- Inventory of Equipment (Attachment "A")

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

D. EXCLUSIVITY OF WORK: There is no guarantee of work or amount of work and no exclusivity for work. The intent of this contract is for snow and ice removal services on an as needed basis. This work does not cover existing warranty work. Work will be on an as required basis and scheduling and volume of work annual will vary.

The City reserves the right based on availability and need to acquire services outside this contract to best meet the need of the City.

Following is a Total Estimated/Anticipated/Not to Exceed Amounts of Work for each snow season on each contract: \$30,000.00

E. CONTRACT AWARD: The Commissioner of DCD will award the contract on the basis of the per-inch per property rate only.

Two contracts shall be awarded to the 2 lowest responsible and responsive bidders whose bid complies with the bid specifications. The lowest bidder will be awarded the Northwest and the second lowest bidder will be awarded the Northeast. The CITY reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The CITY further reserves the right to reject the bid of any bidder who is, in the judgment of the CITY, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the CITY or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said CITY. The CITY further reserves the right to disregard and reject any and all bids. The CITY will award separate contracts for Northeast and Northwest Side.

F. CONTRACT BREAKDOWN: The per-inch per property rate with this bid will be used as a basis for payment of the work completed. There will be no exceptions to the per-inch per property rate during the time of the contract.

G. CONTRACT EXTENSION: This contract may be extended for one (1) additional one (1) year periods. Extension of the contract is on a one year basis and is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract
3. Satisfactory participation by EBE sub-contractor(s).

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contract and any remaining extension.

H. **ADDITIONAL PLANS/PROJECT MANUALS:** The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. The City will cooperate by making originals available to the contractor/s printer of choice.

I. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

II. GENERAL REQUIREMENTS

A. BID GUARANTEE:

No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond an amount of Five Hundred Dollars (\$500.00), shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin. In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the Department of City Development as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit

Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Umbrella Liability	\$1,000,000.00

2. The Contractor/vendor shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The City shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. The Department of City Development shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage. Failure to provide the insurance required shall permit the DCD terminate a Contract.

3. In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

4. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

5. The certificate holder shall be noted as:

Department of City Development
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

C. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER's REPRESENTATIVE– Representative from the City of Milwaukee Department of City Development.

c. CONTRACTOR – The successful bidder of this contract.

d. CONTRACTOR's REPRESENTATIVE – The CONTRACTOR's Project Manager.

e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules. .

3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER's REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER's REPRESENTATIVE for changes to the initial schedule

4. CONTRACTOR'S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

D. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.
2. He shall be constantly in charge of the installation of the work together with all subcontractors, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.
3. He shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

E. LIVING WAGE APPLIES: In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$8.80 per hour. Contractor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first.

F. INVOICING:

1. The successful contractors shall only submit invoices once a month per monthly snowfall in increments of five (5) inches per property in accordance with their bid. Invoices must include completed Snow & Ice Removal Work Detail Sheets (sample attached) in order to be processed for payment.
2. Invoices must include completed Snow & Ice Removal Work Detail Sheets (sample attached) in order to be processed for payment.
3. Payments for work performed will be made upon submission of an itemized statement (provided by DCD) including, but not limited to the following:
 - a. All work will be inspected and approved before payment will be made.
 - b. Purchase Order or Contract Number.
 - c. A summary of work
 - d. All statements and invoices shall be submitted to: Land Management; Attn: Deborah McCollum-Gathing; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202

4. Payments will be held if contract administrative requirements are not met, i.e. wages, EBE participation, or paper work for requirements are not up to date.

III. SCOPE OF SERVICES:

A. WORK TO BE DONE

1. The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform snow and ice removal on improved properties owned by either the City of Milwaukee, hereinafter referred to as "CITY" and/or the Redevelopment The CITY of the City of Milwaukee, the Milwaukee Neighborhood Reclamation Company, or the Neighborhood Improvement Development Corporation. The term of each of the two contracts awarded shall be for the current snow season (2011-2012) with one (1) additional one (1) year extensions permitted by mutual agreement between the CITY and the CONTRACTOR.

2, Snow and ice shall be completely removed to the bare pavement from the full width of the sidewalk and the adjoining access walk/steps/stoop leading to the front and back doors of each property of approximately **250-400 improved properties for each area (no driveways). Bidders must have in its employ a sufficient force of qualified and competent personnel to accommodate the service requirements of this large number of properties.** Work will be on an as-needed continuous basis to assure that all applicable sidewalks are completely clean of all snow and/or ice and treated with sodium chloride or salt so that snow and/or ice will melt at all temperatures. Work shall be completed by noon of each day after the end of each period of precipitation. Payments and billings will be determined in consideration of a 50-inch seasonal snowfall from information received from the National Weather Service, 5300 South Howell Avenue.

B. LOCATION OF WORK: All work to be performed within the corporate limits of the CITY and divided into two (2) different areas of approximation: Northwest and Northeast

Northeast Side: 20th Street to Lake/North Avenue to northern City Limits

Northwest Side: 20th Street to western City Limits/North Avenue to northern City Limits

C. EQUIPMENT REQUIREMENTS:

1. CONTRACTOR shall provide the CITY with a telephone number that shall allow the CITY representative to reach the CONTRACTOR twenty four (24) hours a day. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. **Difficulty contacting the CONTRACTOR may result in termination of the contract.**

2. All snow removal equipment shall be residential grade. **A minimum of two (2) continuously operable and available residential snow blowers are required for each area.**

3. Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on "INVENTORY OF EQUIPMENT – Attachment A." False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the CITY before Notice To

Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

4. CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use at the beginning of the snow season for each year.

D. SAFETY: All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must wear all safety apparel or equipment as required by federal, state and local laws and regulations.

E. DAMAGE:

1. The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

2. The CONTRACTOR shall be responsible for the replacement of any property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Owner's Representative shall specify when replacement is to be made.

F. INSPECTION:

1. All work shall be subject to inspection, examination, or test by the CITY at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The CITY shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the CITY.

2. Notice of unsatisfactory work shall be provided in writing.

3. Where the CONTRACTOR has failed to complete certain portions of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), Owner's representative, at his/her sole discretion, may take the following action:

Assign any Work Not Completed in accordance with these specifications to a Secondary CONTRACTOR in which case the Prime CONTRACTOR would be financially responsible for any additional costs incurred by the City.

G. LIQUIDATED DAMAGES:

1. Work Not Performed: In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the CITY may terminate the contract and procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced.

2. Non-Timely Performance: Any snow and ice removal not completed in the time allotted herein without an approved time extension for inclement weather or City observed holidays shall be subject to reassignment to a SECONDARY CONTRACTOR. The CONTRACTOR shall be financially liable to pay any difference between CONTRACTOR's bid price and the reassigned CONTRACTOR's bid price.

H. CANCELLATION: If after an award is made, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR shall be liable for all Liquidated Damages and shall pay to the CITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

I. CHANGES IN WORK: The CITY may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the per-inch per property rate as a result of this change.

J. VEHICLE/EQUIPMENT RESPONSIBILITY: The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

K. CONTRACTOR Personnel Standards and Resource Commitment:

1. Only qualified personnel shall supervise and perform maintenance services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the CITY may require replacement of the CONTRACTORS supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

2. The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of Owner's Representative shall be considered a breach of contract, and subject to termination.

ATTACHMENT A

INVENTORY OF EQUIPMENT

QUANTITY	MAKE	MODEL YEAR	TYPE OF EQUIPMENT	COMMENTS

Company Name _____

Signature _____

Title _____